

## EXHIBIT B

**AMUSEMENTS OF AMERICA  
24 FEDERAL ROAD  
MONROE TWP., NJ 08831-8017**

**INDEPENDENT ATTRACTION CONTRACT**

OWNER-OPERATOR hereinafter designated as SUBCONTRACTOR

SUBCONTRACTOR name: Belle City Amusements Inc.

SUBCONTRACTOR address:

P.O. Box 6269  
Deltona, FL 32728

SUBCONTRACTOR'S Federal Tax ID/Social Security Number: 390851449

1. This contract is for the period from **Sept. 2 – 11, 2016 at the Delta Fair In Memphis, TN**
2. AMUSEMENTS OF AMERICA shall pay SUBCONTRACTOR \$[REDACTED]  
[REDACTED] as a guarantee for their rides.
3. SUBCONTRACTOR shall provide the following amusement rides at the approved guarantees:
  - 1) Moonraker - \$[REDACTED]
  - 2) Drop Zone - \$[REDACTED]
  - 3) Tornado - \$[REDACTED]
  - 4) Crazy Plane - \$[REDACTED]
  - 5) Berry Go Round - \$[REDACTED]
  - 6) Free Fall - \$[REDACTED]
  - 7) Mini Enterprise - \$[REDACTED]
  - 8) Peter & Paul - \$[REDACTED]

For a total of \$[REDACTED] for all eight rides.

Any additional rides and/or substitutions to this list to be approved by Amusements of America.

4. AMUSEMENTS OF AMERICA shall have the option of furnishing a ticket taker at each of the SUBCONTRACTOR'S attractions.
5. SUBCONTRACTOR IS OBLIGATED TO HONOR ALL COMPLIMENTARY TICKETS WITH ALL POSSIBLE COURTESY. IF NOT, AMUSEMENTS OF AMERICA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITHOUT NOTICE AND WITHOUT PENLTY.
6. All taxes, including but not limited to Federal, State, County, Municipal, Excise or Amusement Taxes, shall be the obligation of the SUBCONTRACTOR, but said taxes shall be deducted from the gross receipts and shall not be included for the purpose of computing the percent due AMUSEMENTS OF AMERICA.
7. AMUSEMENTS OF AMERICA is not in any way liable for losses resulting from fire, theft, windstorm, or any damage to the SUBCONTRACTOR'S property.
8. SUBCONTRACTOR will furnish satisfactory proof of Worker's Compensation Insurance.
9. AMUSEMENTS OF AMERICA will designate the location of all attractions on the grounds. SUBCONTRACTOR agrees to operate its Rides and Attractions for admission charges approved by AMUSEMENTS OF AMERICA and at reduced prices designated by AMUSEMENTS OF AMERICA during matinees, special promotions and on children's or senior citizen's days.
10. SUBCONTRACTOR will make certain that all of its employees are clean, neat and wearing AMUSEMENTS OF AMERICA uniforms and identification while working on or in its Rides or Attractions. Uniforms will be provided without charge by AMUSEMENTS OF AMERICA as long as they are returned to AMUSEMENTS OF AMERICA in a clean and usable condition.
11. SUBCONTRACTOR confirms that he is an independent contractor and he assumes all liability for paying Social Security and Withholding Federal Income and all taxes of any nature whatsoever for all employees and help used by SUBCONTRACTOR. SUBCONTRACTOR also agrees to pay all other relevant taxes for all of his employees, help and agents of his company.

SUBCONTRACTOR, as an independent contractor, acknowledges that he is fully responsible for payment to his employees in every respect.

12. SUBCONTRACTOR further agrees to abide by all child labor and other labor laws and for all safety and all other laws of the applicable governmental jurisdiction(s) and will bear any penalty for any violation.

13. SUBCONTRACTOR further agrees to modulate (as directed by AMUSEMENTS OF AMERICA) the volume of loudspeakers and music systems of Rides and Attractions. All loudspeakers and music systems must be faced directly into the Rides and Attractions.

14. SUBCONTRACTOR agrees to keep and operate all Rides and Attractions in good and safe condition and to comply with requirements established by AMUSEMENTS OF AMERICA to promote safety and to permit AMUSEMENTS OF AMERICA to have free access to said Rides and Attractions at all times for the purpose of ascertaining compliance with the provisions of this Contract. SUBCONTRACTOR'S equipment must meet the standards set by AMUSEMENTS OF AMERICA for a clean and presentable appearance and should present photographs to attest to same.

15. SUBCONTRACTOR shall keep open for the transaction of business with the public during each day of the week, including Sundays and legal holidays, in accordance with and as called for by the hourly and daily schedule to be issued by AMUSEMENTS OF AMERICA. AMUSEMENTS OF AMERICA may make changes in said schedule from day to day.

16. SUBCONTRACTOR confirms and agrees that he carries public liability insurance with liability limits of not less than \$2,000,000.00 primary coverage. SUBCONTRACTOR will have AMUSEMENTS OF AMERICA, VIVONA FAMILY ENTERTAINMENT, DELTA FAIR INC., AGRICENTER INTERNATIONAL, SHELBY COUNTY GOVERNMENT and their related companies included as an additional named insured under such policy. SUBCONTRACTOR agrees to provide AMUSEMENTS OF AMERICA, before starting his engagement, a Certificate of Insurance showing at a minimum the above policy limits, showing AMUSEMENTS OF AMERICA, VIVONA FAMILY ENTERTAINMENT and any

such other entities as AMUSEMENTS OF AMERICA may request as named insured(s), and showing that the insurance is otherwise acceptable in all respects to AMUSEMENTS OF AMERICA.

17. SUBCONTRACTOR further agrees to indemnify and defend AMUSEMENTS OF AMERICA, VIVONA FAMILY ENTERTAINMENT, DELTA FAIR INC., AGRICENTER INTERNATIONAL, SHELBY COUNTY GOVERNMENT and its officers, employees, agents and other subcontractors for, and to hold AMUSEMENTS OF AMERICA, VIVONA FAMILY ENTERTAINMENT, DELTA FAIR INC., AGRICENTER INTERNATIONAL, SHELBY COUNTY GOVERNMENT and its officers, employees, agents and other subcontractors harmless against, any and all injuries, claims, losses or liabilities which result from any acts or omissions of SUBCONTRACTOR or of any SUBCONTRACTOR'S employees, agents or subcontractors in connection with the engagements hereunder or which may otherwise arise in connection with the SUBCONTRACTOR'S engagement hereunder.

18. SUBCONTRACTOR hereby releases AMUSEMENTS OF AMERICA, its associates and sponsors from any claims and from any responsibility in connection with all engagements hereunder.

19. The SUBCONTRACTOR covenants and agrees not to carry on or cause to be carried on, directly or indirectly, any attractions or concessions involving games, amusements, shows, rides or the sale of any article or goods at any of the engagements, as listed above or affixed hereto, during the three years immediately following the last date of the engagements unless otherwise agreed to in writing.

20. Other expenses including but not limited to local permits, uniforms and identification badges shall be charged to the SUBCONTRACTOR on site during the event.

21. This agreement shall be deemed made in the State of New Jersey and shall be construed in accordance with the laws of New Jersey. The parties agree and consent to the jurisdiction of New Jersey to determine conflicts regarding the language and payments to be made under this Agreement.

**REMARKS:**

SUBCONTRACTOR will make every effort to keep the rides operating and minimize downtime. Any ride downtime will be cause for prorating the amount due subcontractor and reducing the guarantee.

Dated 7/24/14

By [Signature]  
AMUSEMENTS OF AMERICA

Dated 7/24/16

By [Signature]  
SUBCONTRACTOR